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Attorneys for Defendant,  
STATE FARM GENERAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

LEV ELKIN, an individual and  
MARINA OUZDIN, an individual  
Plaintiffs,

v.

STATE FARM GENERAL  
INSURANCE COMPANY, an Illinois  
Corporation; and DOES 1 through 25,  
inclusive,

Defendants.

Case No. 2:24-cv-8928 MWC(MAAx)

[Los Angeles County Superior Court Case  
No.: LASC 24SMCV04375]

Complaint Filed: September 9, 2024

**STIPULATED PROTECTIVE ORDER**

US District Judge Michelle Williams Court  
Magistrate Judge Maria A. Audero

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section

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1 13.3 below, that this Stipulated Protective Order does not entitle them to file  
2 confidential information under seal; Local Rule 79-5 sets forth the procedures that  
3 must be followed and the standards that will be applied when a party seeks permission  
4 from the Court to file material under seal.

5 **2. GOOD CAUSE STATEMENT**

6 This action may involve trade secrets, customer and pricing lists and other  
7 valuable research, development, commercial, financial, technical and/or proprietary  
8 information for which special protection from public disclosure and from use for any  
9 purpose other than prosecution of this action is warranted. Such confidential and  
10 proprietary materials and information consist of, among other things, confidential  
11 business or financial information, information regarding confidential business  
12 practices, or other confidential research, development, or commercial information  
13 (including information implicating privacy rights of third parties), information  
14 otherwise generally unavailable to the public, or which may be privileged or otherwise  
15 protected from disclosure under state or federal statutes, court rules, case decisions, or  
16 common law. For example, Plaintiffs have served written discovery seeking, among  
17 other things, information regarding State Farm's internal guidelines and procedures,  
18 materials which State Farm contends contain proprietary intellectual property that was  
19 developed by State Farm for exclusive use by State Farm's claims personnel. State  
20 Farm contends that these materials are unique to State Farm, and are the product of  
21 internal analyses, and may contain commercial information developed by State Farm  
22 and belonging to State Farm. State Farm contends that it maintains certain potentially  
23 responsive documents in confidence; they are not distributed outside of State Farm  
24 and are considered by State Farm to be confidential, trade secret protected and  
25 proprietary, and the dissemination of these materials could cause competitive harm.  
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
27 disputes over confidentiality of discovery materials, to adequately protect information  
28 the parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct of  
2 trial, to address their handling at the end of the litigation, and to serve the ends of  
3 justice, a protective order for such information is justified in this matter. It is the intent  
4 of the parties that information will not be designated as confidential for tactical reasons  
5 and that nothing be so designated without a good faith belief that it has been  
6 maintained in a confidential, non-public manner, and there is good cause why it should  
7 not be part of the public record of this case.

8 **3. DEFINITIONS**

- 9 3.1. Action: This pending federal lawsuit, *Lev Elkin, et al. v. State Farm*  
10 *General Insurance Company. et al.*, case number 2:24-cv-8928  
11 MWC(MAAx).
- 12 3.2. Challenging Party: A Party or Nonparty that challenges the designation  
13 of information or items under this Stipulated Protective Order.
- 14 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify  
16 for protection under Federal Rule of Civil Procedure 26(c), and as  
17 specified above in the Good Cause Statement.
- 18 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
19 their support staff).
- 20 3.5. Designating Party: A Party or Nonparty that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”
- 23 3.6. Disclosure or Discovery Material: All items or information, regardless of  
24 the medium or manner in which it is generated, stored, or maintained  
25 (including, among other things, testimony, transcripts, and tangible things),  
26 that is produced or generated in disclosures or responses to discovery in this  
27 matter.

28 ///

- 1 3.7. Expert: A person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.
- 4 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.  
5 In-House Counsel does not include Outside Counsel of Record or any  
6 other outside counsel.
- 7 3.9. Nonparty: Any natural person, partnership, corporation, association, or  
8 other legal entity not named as a Party to this action.
- 9 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to  
10 this Action but are retained to represent or advise a party to this Action and  
11 have appeared in this Action on behalf of that party or are affiliated with a  
12 law firm which has appeared on behalf of that party, and includes support  
13 staff.
- 14 3.11. Party: Any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, In-House Counsel, and Outside  
16 Counsel of Record (and their support staffs).
- 17 3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
18 Discovery Material in this Action.
- 19 3.13. Professional Vendors: Persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or  
22 medium) and their employees and subcontractors.
- 23 3.14. Protected Material: Any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL.”
- 25 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material  
26 from a Producing Party

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28 ///

1 **4. SCOPE**

2 The protections conferred by this Stipulated Protective Order cover not only  
3 Protected Material, but also (1) any information copied or extracted from Protected  
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and  
5 (3) any testimony, conversations, or presentations by Parties or their Counsel that might  
6 reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Stipulated Protective Order does not govern the use of Protected Material  
9 at trial.

10 **5. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations imposed  
12 by this Stipulated Protective Order shall remain in effect until a Designating Party agrees  
13 otherwise in writing or a court order otherwise directs. Final disposition shall be deemed  
14 to be the later of (1) dismissal of all claims and defenses in this Action, with or without  
15 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
16 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
17 for filing any motions or applications for extension of time pursuant to applicable law.

18 **6. DESIGNATING PROTECTED MATERIAL**

19 6.1. Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Nonparty that designates information or items for protection  
21 under this Stipulated Protective Order must take care to limit any such  
22 designation to specific material that qualifies under the appropriate  
23 standards. The Designating Party must designate for protection only those  
24 parts of material, documents, items, or oral or written communications that  
25 qualify so that other portions of the material, documents, items, or  
26 communications for which protection is not warranted are not swept  
27 unjustifiably within the ambit of this Stipulated Protective Order.

28 Mass, indiscriminate, or routinized designations are prohibited.

Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

6.2. Manner and Timing of Designations.

Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires the following:

- (a) For information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

A Party or Nonparty that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for

1 protection under this Stipulated Protective Order. Then, before  
2 producing the specified documents, the Producing Party must affix  
3 the legend “CONFIDENTIAL” to each page that contains Protected  
4 Material. If only a portion or portions of the material on a page  
5 qualifies for protection, the Producing Party also must clearly identify  
6 the protected portion(s) (*e.g.*, by making appropriate markings in the  
7 margins).

8 (b) For testimony given in depositions, that the Designating Party identify  
9 the Disclosure or Discovery Material on the record, before the close  
10 of the deposition, all protected testimony.

11 (c) For information produced in nondocumentary form, and for any other  
12 tangible items, that the Producing Party affix in a prominent place on  
13 the exterior of the container or containers in which the information is  
14 stored the legend “CONFIDENTIAL.” If only a portion or portions  
15 of the information warrants protection, the Producing Party, to the  
16 extent practicable, shall identify the protected portion(s).

17 6.3. Inadvertent Failure to Designate.

18 If timely corrected, an inadvertent failure to designate qualified  
19 information or items does not, standing alone, waive the Designating Party’s  
20 right to secure protection under this Stipulated Protective Order for such  
21 material. Upon timely correction of a designation, the Receiving Party must  
22 make reasonable efforts to assure that the material is treated in accordance  
23 with the provisions of this Stipulated Protective Order.

24 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 7.1. Timing of Challenges.

26 Any Party or Nonparty may challenge a designation of  
27 confidentiality at any time that is consistent with the Court’s Scheduling  
28 Order.



1           7.2. Meet and Confer.

2                   The Challenging Party shall initiate the dispute resolution process,  
3                   which shall comply with Local Rule 37.1 et seq., and with Section 4 of  
4                   Judge Audero's Procedures ("Mandatory Telephonic Conference for  
5                   Discovery Disputes").<sup>1</sup>

6           7.3. Burden of Persuasion.

7                   The burden of persuasion in any such challenge proceeding shall be  
8                   on the Designating Party. Frivolous challenges, and those made for an  
9                   improper purpose (e.g., to harass or impose unnecessary expenses and  
10                  burdens on other parties) may expose the Challenging Party to sanctions.  
11                  Unless the Designating Party has waived or withdrawn the confidentiality  
12                  designation, all parties shall continue to afford the material in question the  
13                  level of protection to which it is entitled under the Producing Party's  
14                  designation until the Court rules on the challenge.

15       **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

16           8.1. Basic Principles.

17                  A Receiving Party may use Protected Material that is disclosed or  
18                  produced by another Party or by a Nonparty in connection with this Action  
19                  only for prosecuting, defending, or attempting to settle this Action. Such  
20                  Protected Material may be disclosed only to the categories of persons and  
21                  under the conditions described in this Stipulated Protective Order. When the  
22                  Action reaches a final disposition, a Receiving Party must comply with the  
23                  provisions of Section 14 below.

24                  Protected Material must be stored and maintained by a Receiving  
25                  Party at a location and in a secure manner that ensures that access is limited  
26                  to the persons authorized under this Stipulated Protective Order.

27  
28           <sup>1</sup> Judge Audero's Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-maria-audero>.



1 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

2 Unless otherwise ordered by the Court or permitted in writing by the  
3 Designating Party, a Receiving Party may disclose any information or item  
4 designated “CONFIDENTIAL” only to:

- 5 (a) The Receiving Party’s Outside Counsel of Record, as well as  
6 employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;
- 8 (b) The officers, directors, and employees (including In-House Counsel)  
9 of the Receiving Party to whom disclosure is reasonably necessary  
10 for this Action;
- 11 (c) Experts of the Receiving Party to whom disclosure is reasonably  
12 necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 14 (d) The Court and its personnel;
- 15 (e) Court reporters and their staff;
- 16 (f) Professional jury or trial consultants, mock jurors, and Professional  
17 Vendors to whom disclosure is reasonably necessary or this Action  
18 and who have signed the “Acknowledgment and Agreement to be  
19 Bound” (Exhibit A);
- 20 (g) The author or recipient of a document containing the information  
21 or a custodian or other person who otherwise possessed or knew  
22 the information;

23 During their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (i) the  
25 deposing party requests that the witness sign the “Acknowledgment  
26 and Agreement to Be Bound” (Exhibit ); and (ii) the witness will not  
27 be permitted to keep any confidential information unless they sign  
28 the “Acknowledgment and Agreement to Be Bound,” unless

otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCTED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order and be provided at least 10 days before the production date designated in the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order and copy counsel for the Designating Party; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The

Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

**10.1. Application.**

The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information produced by Nonparties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

**10.2. Notification.**

In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party shall:

- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

All confidential information must be held in confidence by those inspecting or receiving it, and must be used only for purposes of this action. Counsel for each Party and each person receiving confidential information must take reasonable precautions to prevent the unauthorized or inadvertent disclosure of such information. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material and to prevent further disclosure by the Party and the person(s) receiving unauthorized disclosures, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" (Exhibit A).

12. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of

the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

### **13. MISCELLANEOUS**

#### **13.1. Right to Further Relief.**

Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the Court in the future.

#### **13.2. Right to Assert Other Objections.**

By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

#### **13.3. Filing Protected Material.**

A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

### **14. FINAL DISPOSITION**

14.1 After the final disposition of this Action, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material

1 to the Producing Party or destroy such material. As used in this subdivision, “all Protected  
2 Material” includes all copies, abstracts, compilations, summaries, and any other format  
3 reproducing or capturing any of the Protected Material. Whether the Protected Material  
4 is returned or destroyed, the Receiving Party must submit a written certification to the  
5 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
6 60-day deadline that (1) identifies (by category, where appropriate) all the Protected  
7 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
8 retained any copies, abstracts, compilations, summaries or any other format reproducing  
9 or capturing any of the Protected Material. Notwithstanding this provision, Counsel is  
10 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and  
11 hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits;  
12 expert reports; attorney work product; and consultant and expert work product, even if  
13 such materials contain Protected Material. Any such archival copies that contain or  
14 constitute Protected Material remain subject to this Stipulated Protective Order as set forth  
15 in Section 5.

16 14.2 Nothing in this Order disallows the Parties from:

- 17 a. complying with any state or federal law or regulation, including  
18 reporting of information to a regulator or governmental entity as permitted and/or  
19 required by applicable state and federal law;
- 20 b. adding information discovered that is relevant to a claim to the  
21 relevant electronic record in its electronic claim system;
- 22 c. disclosing evidence of a crime or fraud; retining information  
23 necessary to meet mandated retention requirements; or reporting this matter to the  
24 Department of Insurance; or
- 25 d. retaining copies of Protected Material that may exist on back-up  
26 media or other computer or archive storage not regularly accessed by business users in  
27 the ordinary course provided that should a copy of the Confidential Information be  
28 accessed it will not be used for a purpose inconsistent with this Order.

1 **15. VIOLATION**

2 Any violation of this Stipulated Order may be punished by any and all  
3 appropriate measures including, without limitation, contempt proceedings and/or  
4 monetary sanctions.

5  
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7  
8 Dated: March 28, 2025

By: /s/ Loren N. Cohen  
Jerry L. Kay, Esq.  
Loren N. Cohen, Esq.  
Attorney(s) for Plaintiffs  
Lev Elkin and Marina Auzdin

9  
10  
11 Dated: March 28, 2025

By /s/ Heather M. McKeon  
Heather M. McKeon  
Sarah J. Reynolds  
Attorney(s) for Defendant  
State Farm General Insurance Company

12  
13  
14  
15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16  
17  
18 Dated: 03/28/2025

  
\_\_\_\_\_  
Maria A. Audero  
United States Magistrate Judge

THARPE & HOWELL, LLP  
15250 Ventura Boulevard, Ninth Floor  
Sherman Oaks, California 91403-3221



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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of \_\_\_\_\_ [case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature:

Printed Name:

Date:

City and State Where Sworn and Signed:

THARPE & HOWELL, LLP  
15250 Ventura Boulevard, Ninth Floor  
Sherman Oaks, California 91403-3221

## PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

1. At the time of service I was at least 18 years of age and **not a party to this legal action.**
2. My business address is 15250 Ventura Boulevard, Ninth Floor, Sherman Oaks, CA 91403.
3. I served copies of the following documents (specify the exact title of each document served):

## STIPULATED PROTECTIVE ORDER

4. I served the documents listed above in item 3 on the following persons at the addresses listed:

<p>Jerry L. Kay, Esq. Loren N. Cohen, Esq. SKLAR KIRSH, LLP 1880 Century Park East Suite 300 Los Angeles, CA 90067 Telephone: (310) 845-6416 Facsimile: (310) 929-4469 <a href="mailto:jkay@sklarkirsh.com">jkay@sklarkirsh.com</a> <a href="mailto:lcohen@sklarkirsh.com">lcohen@sklarkirsh.com</a></p> <p>Amy Bender <a href="mailto:abender@sklarkirsh.com">abender@sklarkirsh.com</a> Mayra Duran <a href="mailto:mduran@sklarkirsh.com">mduran@sklarkirsh.com</a></p>	<p>Attorney for Plaintiffs LEV ELKIN and MARINA OUZDIN</p>
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5. a   X   **BY ELECTRONIC TRANSMISSION.** By filing through the Court's CM/ECF system, which resulted in the generation of a Notice of Electronic Filing (NEF) confirming service on all registered CM/ECF users, including the person(s) listed above in item 4. Fed.R.Civ.P. 5(b)(2)(E), Central District Local Rule 5-3.2.
- b   X   **BY ELECTRONIC TRANSMISSION.** By e-mailing the document to the person at the e-mail address listed in item 4. I caused the documents to be sent on the date shown below to the e-mail addresses of the persons listed in item 4. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

6. I served the documents by the means described in item 5 on (date): *See Below*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

3/28/25                      Lizzette Chirinos                      /s/  
DATE                      (TYPE OR PRINT NAME)                      (SIGNATURE OF DECLARANT)

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